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RECORDATION NO. 21116-D FILED
JAN 13 '03 3:06PM
SURFACE TRANSPORTATION BOARD

lgitomer@dc.bjllp.com

January 13, 2003

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

I have enclosed two certified copies of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is Schedule Number 001, a secondary document, dated as of November 25, 1997. The primary document to which this is connected is recorded under Recordation No. 21116. We request that one copy of this document be recorded under Recordation No. 21116-D.

The names and addresses of the parties to the Schedule Number 001 are:

Lessor:

Banc of America Leasing & Capital LLC, successor by merger to NationsBanc Leasing Corporation
2059 North Lake Parkway, 4th Floor
Tucker, GA 30084-4431

Lessee:

RTE 1648 Trust
P. O. Box 50456
Jacksonville Beach, FL 32250

A description of the equipment covered by the Schedule Number 001 consists of 100 open hopper cars numbered WIMX 97000-97099, inclusive.

BALL JANIK LLP

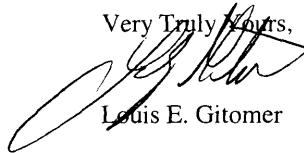
Honorable Vernon A. Williams
January 13, 2003
Page 2

A fee of \$ 30.00 is enclosed. Please return one copy to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the document to appear in the index follows: Schedule Number 001 between Banc of America Leasing & Capital LLC, successor by merger to NationsBanc Leasing Corporation, 2059 North Lake Parkway, 4th Floor, Tucker, GA 30084-4431, and RTE 1648 Trust, P. O. Box 50456, Jacksonville Beach, FL 32250, covering 100 open hopper cars numbered WIMX 97000-97099, inclusive.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "L. Gitomer", is written over the typed name "Louis E. Gitomer".

Louis E. Gitomer

Enclosures

NationsBank

NationsBanc Leasing Corp.

Equipment Lease Schedule For Master Equipment Lease Agreement

Schedule Number 001

This Schedule, dated as of November 25, 1997, between NationsBanc Leasing Corporation, as Lessor, and RTE 1643 Trust, as Lessee, is executed pursuant to and is subject to the terms and conditions of Master Equipment Lease Agreement Number 06780-00300 dated as of June 05, 1997 (the "Lease"). Unless otherwise defined herein, capitalized terms used in this Schedule have the respective meanings assigned to such terms in the Lease. Should any terms and conditions of this Schedule conflict with any provision of the Lease, the terms and conditions herein shall supersede conflicting terms and conditions in the Lease.

Lessee hereby authorizes Lessor to insert herein the serial numbers and other identification data of the Equipment, when determined by Lessor, and dates or other omitted factual matters.

Description of Equipment: The total cost of which to Lessor is \$3,189,000.00 ("Total Capitalized Cost"):

Quantity	Description	SerialNum	CustomerRef	Cost
100	2200 c.f. 3 compartment, 100 ton fully automatic rapid discharge open hopper railcars with owner marks and numbers WIMX 97000 through WIMX 97099			\$3,189,000.00
Equipment Total:				\$3,189,000.00
Payment Total:				\$38,135.66

Term of Lease with respect to Equipment: The term of the Lease for the Equipment described herein is for an Interim Term commencing on the Acceptance Date set forth below, and continuing through and including the day preceding the Base Term Commencement Date; and for a Base Term of Eighty Four (84) months commencing on the 5th day of the calendar month following the Acceptance Date (the "Base Term Commencement Date").

Rental: Interim Rent shall be due Lessor for each day in the Interim Term shall equal the first Base Rent installment divided by thirty. Interim Rent shall be payable on the Base Term Commencement Date.

Base Rent shall be payable in Eighty Four (84) consecutive monthly installments of \$38,135.66 each, or as set forth in the Schedule of Base Rent installments attached hereto, the first Base Rent installment being payable on the Base Term Commencement Date and the remaining Base Rent installments being payable on the 5th day of each succeeding month.

Stipulated Loss Value: After the occurrence of any casualty loss or other event giving Lessor the right to require payment of the Equipment's Stipulated Loss Value, Lessor shall calculate such Stipulated Loss Value and give Lessee written notice thereof. Such "Stipulated Loss Value", as of any particular date, shall be the product obtained by multiplying the Total Capitalized Cost for the item of Equipment in question by the percentage, as set forth in the attached "Schedule of Stipulated Loss Values", specified opposite the rent installment number becoming due immediately after the date Lessor gives Lessee notice requiring payment of the Stipulated Loss Value (the "SLV Payment Date"). On the SLV Payment Date, Lessee shall pay Lessor the Stipulated Loss Value plus the rent installment then due, together with any other unpaid amounts then due and owing under this Schedule. If only a portion of the Equipment is affected by any event causing calculation of Stipulated Loss Value, and the cost of such portion cannot be readily determined from the Total Capitalized Cost set forth above, then the Total Capitalized Cost for such portion shall be as reasonably calculated by Lessor, with written notice of such Total Capitalized Cost being sent to Lessee by Lessor.

Assets Class and Depreciable Life: Lessee hereby warrants and represents that the above described Equipment qualifies under asset guideline class 0.25 and constitutes "7-year property" within the meaning of Internal Revenue Code Section 168.

Location of Equipment: Equipment will be located at:

Location Address	City	County	State	ZIP
A Rt 422 & Coral Spring Rd	Annaville	Lebanon	Pennsylvania	17003

Insurance Requirements: Lessee shall comply, or cause the sublessee under the Carmeuse Lease to comply, with the following terms:

RECORDATION NO. 21116-1 FILED

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SURFACE TRANSPORTATION BOARD

Liability: Not less than \$500,000.00 combined single limit liability insurance, including bodily injury and death and property damage, covering activities of Lessor and Lessee and naming Lessor as additional insured.

Physical Damage: Comprehensive insurance, including loss by burglary, theft, malicious mischief and fire, for an amount not less than the Stipulated Loss Value of the Equipment, and naming Lessor as loss payee.

End of Base Term Options: In addition to Lessee's option to return the Equipment to Lessor, Lessee may, provided no Event of Default has occurred and continues, and upon Lessee having provided to Lessor written notice not less than ninety (90) days prior to the expiration of the Base Term of Lessee's election (which shall be irrevocable), elect to:

(i) Lessee may, provided no Event of Default has occurred and continues, and upon its having provided to Lessor written notice not less than ninety (90) days prior to the expiration of the Base Term of its election (which shall be irrevocable), purchase all of Lessor's right, title and interest in and to all, but not less than all, of the Equipment on an "as-is, where-is" basis, with no warranties (express or implied) as to any matter whatsoever, except that no lien or encumbrance against the Equipment then exists that has been created by Lessor, for a purchase price equal to the then Fair Market Value of the Equipment, which shall not exceed \$1,331,981.52, as adjusted for any payments having been made by Lessee pursuant to the Section entitled "Stipulated Loss Value" hereinabove. Lessee shall pay Lessor the purchase price plus any applicable taxes on the expiration of the Base Term in immediately available funds.

(ii) Lessee may, provided no Event of Default has occurred and continues, and upon its having provided to Lessor written notice not less than ninety (90) days prior to the expiration of the Base Term of its election (which shall be irrevocable), extend the Base Term for a period to be agreed upon by Lessee and Lessor for an amount equal to the Equipment's then fair market rental value, as determined by Lessor. The fair market rental value shall be payable by Lessee to Lessor on the same day of the month the Base Term Rental Installments were due.

**Return
Conditions:**

In addition to the maintenance and return conditions set forth in the Lease, the Equipment covered by this Schedule also shall be subject to the following conditions:

- (i) Cars shall not be used in Mexico; and
- (ii) Lessee will act as a fiduciary on behalf of Lessor as to reporting, maintenance, physical condition, etc.

During any renewal term of the Lease, for Cars that are casualties, Lessor will receive from Lessee as Casualty Value the values established on Rider 2 to the Carmeuse Lease.
- (i) Cars may not be loaded for revenue service after the date of Lease expiration or the expiration of any renewal term;
- (ii) for tank cars: tank cars will be steam cleaned, free of liquid and product residue; Lessee will inform Lessor if any other product (product type) is transported in the Car, other than what was permitted hereunder; Lessee is responsible for full and complete cleaning;
- (iii) the Cars will be returned to Lessor complete, as when new, cleaned and free of product and other miscellaneous junk, silt, sludge, debris, or residue;
- (v) exterior sides will be free of rust and corrosion and will be painted according to a standard paint scheme, free of any and all advertising and notices other than receiving numbers and Lessee's corporate identification;
- (vi) all required tests and dates (cots, etc.) shall be in accordance with AAR requirements;
- (vii) in the case of covered hoppers and tank cars (if applicable), lining must be intact and in serviceable condition; and
- (viii) Lessee shall return the Equipment, in same condition as indicated in the inspection and appraisal by Rail Solutions dated August 20, 1997, less normal wear due to aging, no later than ten days after Lease expiration, with one free move per Car on Lessee tracks (including subsidiary); with respect to Cars not returned in ten days, Lessee shall pay Rent on a per diem basis until returned.
- (i) The Cars may only be used in revenue service and may not be used in company service, maintenance of way service or for storage of company materials; and
- (ii) the Lessor will be reimbursed for material removed from the Car (s) during any modification; the dollar amount will be based

on the weight times the going rate of Pittsburgh #1 heavy melting.

No Material Adverse Change: Lessee represents and warrants that there has been no material adverse change in its business or financial condition since April 02, 1997. Lessor shall not be obligated to execute this Schedule and lease the Equipment hereunder to Lessee if there shall have occurred any change in applicable law that would have a material adverse impact on the transaction contemplated hereby or there shall have occurred a material adverse change (in Lessor's sole judgment) in the financial or business condition of Lessee.

Acknowledgment of Receipt of Equipment: Lessee acknowledges that the Equipment described herein above has been delivered to and received by it, is conforming as represented, and is acceptable and satisfactory to it, and that the same has been irrevocably accepted as Equipment leased by Lessee under this Schedule as of the date written below (the "Acceptance Date").

NationsBanc Leasing Corporation

By: Carol Jones

Printed Name: CAROL JONES

Title: ASSISTANT VICE PRESIDENT

RTE 1643 Trust

By: Keith A. Gibbs

Printed Name: Keith A. Gibbs

Title: Trustee

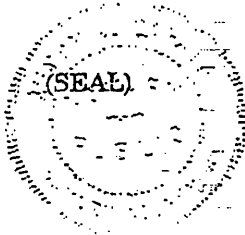
Acceptance Date: 12/27/97

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STATE OF Georgia)
COUNTY OF Camden)

On this 27th day of December, 1997, personally appeared before me
Mindy J. Zapata who being duly sworn by me says that he/she is
TRUSTEE of RTE-1643 TRUST and that he/she signed, executed and
delivered the foregoing instrument on the day and year therein mentioned.

NOTARY PUBLIC



Mindy J. Zapata
Signature

Mindy J. Zapata
Printed Name

State of Georgia

My commission Expires Jan. 20, 2001
Notary Public, Camden County, Georgia

NationsBank

NationsBanc Leasing Corporation

Schedule of Stipulated Loss Values**For Equipment Lease Schedule****Schedule Number 5001**

This Schedule of Stipulated Loss Values is made a part of Equipment Schedule No. 001, dated November 25, 1997, to Master Equipment Lease Agreement Number 06780-00300, dated as of June 05, 1997, between NationsBanc Leasing Corporation (as "Lessor") and RTE 1643 Trust (as "Lessee"), but in no event shall the Stipulated Loss Values set forth herein exceed the values established on Rider 2 to the Carmeuse Lease.

Base Rent Installment Number	Stipulated Loss Value Percentage	Base Rent Installment Number	Stipulated Loss Value Percentage	Base Rent Installment Number	Stipulated Loss Value Percentage
1	101.07650	33	83.67600	65	59.85610
2	100.64780	34	83.02250	66	59.01260
3	100.21380	35	82.36250	67	58.16500
4	99.77440	36	81.69610	68	57.31000
5	99.32240	37	81.02400	69	56.44750
6	98.86500	38	80.34550	70	55.58090
7	98.39480	39	79.66030	71	54.70680
8	97.91920	40	78.96850	72	53.82500
9	97.43800	41	78.27350	73	52.93910
10	96.94400	42	77.57180	74	52.04550
11	96.44430	43	76.86670	75	51.14420
12	95.93900	44	76.15490	76	50.23520
13	95.42070	45	75.43640	77	49.35260
14	94.89670	46	74.71450	78	48.46230
15	94.36680	47	73.98580	79	47.59840
16	93.83110	48	73.25020	80	46.72700
17	93.28710	49	72.51110	81	45.84810
18	92.73720	50	71.76520	82	44.99660
19	92.17890	51	71.01230	83	44.13670
20	91.61460	52	70.25250	84	43.26830
21	91.04440	53	69.48900		
22	90.46560	54	68.71850		
23	89.88070	55	67.94440		
24	89.28970	56	67.16320		
25	88.69020	57	66.37480		
26	88.08440	58	65.58270		
27	87.47250	59	64.78350		
28	86.85420	60	63.97710		
29	86.23070	61	63.16680		
30	85.60080	62	62.34920		
31	84.96560	63	61.52440		
32	84.32400	64	60.69220		

In Witness Whereof, Lessee and Lessor have caused this Schedule of Stipulated Loss Values to be executed by its authorized officers.

NationsBanc Leasing Corporation

By: Carol Jones

Printed Name: _____

CAROL JONES
ASSISTANT VICE PRESIDENT

Title: _____

RTE 1643 Trust

By: Kerth A. Gibbs

Printed Name: _____

Title: Trustee

CERTIFICATION OF DOCUMENT

The undersigned officer of Banc of America Leasing & Capital, LLC hereby certifies that the document attached and delivered herewith is a true and correct copy of the original document.

Certified on this 10th day of January, 2003.

By: Carol T. Jones
Name: Carol T. Jones
Title: Vice President

STATE OF Georgia)
) ss.
County of Gwinnett)

On this 10th day of January, 2003, before me, Gail Beall, the undersigned Notary Public, personally appeared Carol T. Jones personally known to me to be the person who executed the within instrument as Vice President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

Gail C Beall
Notary Public for Gwinnett County
My Commission expires March 20, 2005